

Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

# PURCHASING DEPARTMENT REQUEST FOR INVITATION TO BID NO. 07ITB55447-BR

# **UNPROCESSED BOOKS**

### For

# The LIBRARY

BID DUE TIME AND DATE: 11:00 A.M. Tuesday, April 24, 2007 PURCHASING CONTACT: Brian Richmond at (404) 730-7915

E-MAIL: brian.richmond@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT

130 PEACHTREE STREET, S.W., SUITE 1168

**ATLANTA, GA 30303** 

### BID# 07ITB55447-BR

### UNPROCESSED BOOKS FOR THE LIBRARY

COMPANY NAME:	 
ADDRESS:	 
CITY:	
STATE:	
ZIP CODE:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	

Note: All vendors submitting a bid must complete this page. If you are submitting a bid, please submit **the original and five copies.** 

Vendors may email any questions that you may have up to 2:00 P.M. Monday, April 16, 2007.

All bids should be sealed and mailed to the following address:

The Fulton County Purchasing Department 130 Peachtree Street S.W. Suite 1168 Atlanta Georgia 30303 Attn: Brian Richmond

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### **INVITATION TO BID**

### 07ITB55447-BR UNPROCESSED BOOKS

### Purpose:

To provide unprocessed adult, juvenile, and young adult, fiction and non-fiction materials, for patrons of Atlanta-Fulton County Library System.

# **Description of Project:**

The Atlanta-Fulton County Library System seeks a vendor to provide local interest titles, rare books, specialty bookstore items, autograph books, items available via the internet, and small press materials. Vendor must have contacts and relationships with multiple book publishers and dealers.

### Scope of Work Summary:

Respondent(s) must have in-stock inventory or immediate access to Adult, Juvenile, and Young Adult Fiction books; Adult, Juvenile, and Young Adult Non-Fiction books; and Adult, Juvenile, and Young Adult Non-Book (spoken word tapes and CDs, DVDs, VHS, music CDs). Respondent(s) must be capable and willing to research the marketplace to determine the availability of single or multiple copies of unique, rare autograph titles as request is received from any of the 34 agencies. The Sample Title Listing Report represents approximately 10% of titles that could be selected. The list comprises a sampling of the kinds of titles library selectors will request. The quantity and actual titles will vary. Though not an exhaustive list, the Respondent's ability to acquire them will be used to assist A-FCLS in determining if the selected vendor(s) is capable of providing the requirements as stated herein.

We anticipate purchases of approximately 4000 titles in all formats in 2007. Selected respondent(s) will provide all qualified personnel, facilities, equipment, and supplies appropriate for filling ongoing orders as requested by the Atlanta-Fulton County Library System.

### **Purchasing the Bid Document**

This document and supporting documents can be downloaded at the Fulton County Website, <a href="http://www.fultoncountyga.gov">http://www.fultoncountyga.gov</a> under "Bid Opportunities".

### **Term of Contract:**

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for two (2) additional twelve (12) month renewal periods pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding.

# **No Contact Provision**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

# **Bid Contact**

Information regarding the bid, either procedural or technical, may be obtained by contacting **brian.richmond@fultoncountyga.gov**, Brian Richmond Assistant Purchasing Agent at **(404) 730-7915** Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department

Attn: Brian Richmond, Assistant Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, GA 30303 Phone: **(404) 730**-7915 Fax: **(404) 893-1732** 

Reference Bid # 07ITB55447-BR

# **Basis of Award**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended

# **END OF SECTION**

# INVITATION TO BID 07ITB55447-BR Unprocessed Books for the Library FULTON COUNTY GOVERNMENT

### **SECTION 1 - INSTRUCTIONS TO BIDDERS**

Fulton County Government ("County") invites sealed bids for Bid# 07ITB55447-BR Unprocessed Books for the Library.

### 1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <a href="http://www.fultoncountyga.gov">http://www.fultoncountyga.gov</a> under "Bid Opportunities".
- b. The Bid package consists of the following scope of work: The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact**: Information regarding the bid, either procedural or technical, may be obtained by contacting Brian Richmond, Assistant Purchasing Agent at (404) 730-7915 or e-mail brian.richmond@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing and Contract Compliance

Attn: Brain Richmond

130 Peachtree Street, S.W. Suite 1168

Atlanta, GA 30303 Phone: (404) 730-4201 Fax: (404) 893-1744

Reference Bid # 07ITB55447-BR

- 2. No bond is required for this project.
- **3. SITE VISIT:** There will be no site visit for this project.
- 4. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

a. Bidders shall **SUBMIT ONE** (1) **ORIGINAL**, **SIGNED AND DATED**, **AND FIVE** (5) **COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
  - 1. Bidder's Name/Company Name and Address.
  - 2. Bids shall be addressed to:

Department of Purchasing and Contract Compliance Fulton County Public Safety Building 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459

RE: Bid# 07ITB55447-BR unprocessed Books for the Library

5. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS: A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within

three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. No bid may be withdrawn after bid due date for sixty (60) calendar days.

of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Brian Richmond no later than 2:00 PM, Monday April 16, 2007. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

# **7. REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

- 1. Bid Form
- 2. Bid Schedule (if applicable)
- 3. Certification of Acceptance of Bid/Proposal Requirements
- 4. Corporate or Partnership Certificate
- 5. Non-Collusion Affidavit of Prime Bidder
- 6. Non-Collusion Affidavit of Subcontractor
- 7. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
    - b. Employment Report (Exhibit B)
    - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
    - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
    - e. Declaration Regarding subcontractor Practices (Exhibit E)
    - f. Joint Venture Disclosure Affidavit (Exhibit F)
    - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

### 8. TERM OF CONTRACT:

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for two (2) additional twelve (12) month renewal periods pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding.

### 9. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
- 10. RIGHT TO REJECT BIDS: The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of

- bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- **11.** No Bonds of any kind are required for this project.
- 12. APPLICABLE LAWS: All applicable laws and regulations of the <u>State of Georgia</u> and ordinances and regulations of <u>Fulton County</u> shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- 14. TERMINATION: The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- 15. INSURANCE AND RISK MANAGEMENT PROVISIONS: Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
- 16. WAGE CLAUSE: Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- **17. BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

- **18. DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
  - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
    - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
    - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
    - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
    - d) Has adequate personnel and equipment to do the work expeditiously.
    - e) Has suitable financial means to meet obligations incidental to the work.
  - 2) Responsiveness: The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- **19. NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon,

the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

- **20. BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended.
- 21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- 22. JOINT VENTURE: Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
- 23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

# 24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

# FULTON COUNTY PURCHASING DEPARTMENT BID GENERAL REQUIREMENTS

# Bid# 07ITB55447-BR Unprocessed Books for the Library

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- 2. All signatures must be executed by person(s) having contracting authority for the Bidder.
- 3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- 4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- 5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent Fulton County Department of Purchasing and Contract Compliance 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact

Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

- 6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
- 7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- 8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- 9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- 10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- 11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.

- 12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- 13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- 14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- 15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
- 16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- 17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as

- standard by the manufacturer or generally provided to the buying public.
- 18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- 19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- 20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- 21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- 22. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

- 23. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- 24. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- 25. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- 26. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
- 27. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- 28. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment,

and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

29. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

- 30. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- 31. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
- 32. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- 33. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- 34. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived

impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
- 35. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
- 36. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

### **SECTION 2**

### **BID FORM**

# Bid# 07ITB55447-BR Unprocessed Books for the Library

Submitted	 20	

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

# UNPROCESSED BOOKS FOR THE LIBRARY

ADDENDUM #	DATED
ADDENDUM #	DATED
ADDENDUM #	DATED
ADDENDUM #	DATED
BIDDER:	
Signed by:	[Type or Print Name]
Title:	
Business Address:	
_	
<u> </u>	
Rusingss Phone:	

# SECTION 3 PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section <u>does not</u> contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Certification Regarding Debarment
- Form E: Corporate Certification
- Form F: Disclosure Form And Questionnaire

# Form A

# **NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

# STATE OF GEORGIA

COU	MTV	$\cap$	= EI	11 -		ı
GUU	IN I T	· OI		UL	ı Or	ч

I, certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.
Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e) has not, by itself or
with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.
Affiant further states that the said offer of is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.
(COMPANY NAME)
(PRESIDENT/VICE PRESIDENT)
Sworn to and subscribed before me this day of
(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)
Notary Public:
County: Commission Expires:
Commission Expires:

# NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

# Form B

# NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

# STATE OF GEORGIA

I, certify that pursuant to Fulton
County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.
Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), has not, by itself or
with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.
Affiant further states that the said offer of is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.
(COMPANY NAME)
(PRESIDENT/VICE PRESIDENT)
Sworn to and subscribed before me this day of, 200
(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)
Notary Public:
County:
Commission Expires:

# NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

# Form C

# FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/Sh Has Read This Bid Document, Pages To Inclusive, Includin Addendum(s) To, And/Or Appendices To, In Its Entirety, An Agrees That No Pages Or Parts Of The Document Have Been Omitted, The He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legall Obligate The Bidder/Proposer Thereto.
Company:
Signature:
Name:
Title:
Date:
Corporate Seal)

### Form D

# **CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### **DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

### (a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member,

knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

### (b) Causes for Suspension. The causes for suspension include:

- Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.

County.

- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

### UNPROCESSED BOOKS FOR THE LIBRARY

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this	day of	, 2007		
		(Legal Name of Offeror)	(Date)	
		(Signature of Authorized Rep	oresentative)	(Date)
		(Title)		

### Form E

# **CORPORATE CERTIFICATE**

I,	Corp	oralior	15										
	I,								, ce	rtify	that	I am	the
the Contractor was then of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers that said Corporation is organized under the laws of the State or  This day of, 20  (SEAL) must be affixed  Partnership or other entities:  I,, certify that I am authorized to sign to commit named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of		•		•									
authority of its Board of Directors, and is within the scope of its corporate powers that said Corporation is organized under the laws of the State of  This													
This, 20  (SEAL) must be affixed  Partnership or other entities:  I,, certify that I am authorized to sign to commit, named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of	-				-	_					-		-
Partnership or other entities:  I,, certify that I am authorized to sign to commit named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of			•				under	the	laws	of	the	State	e of
Partnership or other entities:  I,, certify that I am authorized to sign to commit, named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of	This		day d										
I,, certify that I am authorized to sign to commit, named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of	(SEA	AL) mu:	st be affix								_		
authorized to sign to commit named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of	Partr	nership	or other	entities:									
This, 20	auth Cont	ractor	in the for	egoing	mmit Bid. T	hat sa	id comp				r	named	l as
	This		day d	of				, 20 _	·				

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

### Form F

#### DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

- 2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
- 3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

- 1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of

competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
- 2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

#### UNPROCESSED BOOKS FOR THE LIBRARY

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

0	n this	day of	, 2007
	(Le	gal Name of Proponent)	(Date)
	(Sigi	nature of Authorized Represe	entative) (Date)
	(Title	e)	
Sworn to and subscribed be	efore me,		
this day of		, 2007	
(Notary Public)		(Seal)	
Commission Expires		(Date)	

**END OF SECTION NO. 3** 

#### **SECTION 4**

#### **CONTRACT COMPLIANCE REQUIREMENTS**

#### NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor <u>must</u> submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent <u>must</u> outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

#### The EBO Plan **must** identify and include:

- 1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
- 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentorprotégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor <u>must</u> certify in writing and <u>must</u> document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

#### **REQUIRED FORMS AND EBO PLAN:**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- Exhibit A Promise of Non-Discrimination
- Exhibit B Employment Report
- Exhibit C Schedule of Intended Subcontractor Utilization
- Exhibit D Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- Exhibit E Declaration Regarding Subcontractor Practices
- Exhibit F Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan) This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

Exhibit G - Prime Contractor's Subcontractor Utilization Report

#### **EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, t	:hat I/WE (
),	Name
	<u></u>
Title	Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of

## UNPROCESSED BOOKS FOR THE LIBRARY

the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:		
ADDRESS:		
TELEPHONE NUMBER:		

## **EXHIBIT B - EMPLOYMENT REPORT**

The demographic employment make-up for the bidder <u>must</u> be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

#### **EMPLOYEES**

	CATEGORY	NATI INDI <i>l</i>		AFRIC AMER		ASIAN AMER		HISPA AMER			JSIAN RICAN	ОТ	HER
	Male/Female	M	F	M	F	М	F	М	F	М	F	M	F
	Mgmt/Official												
	Professional (Arch., P.E., etc.)												
	Supervisors												
	Office/ Clerical												
	Craftsmen												
	Laborers												
	Others (Specify)												
	TOTALS												
	FIRM'S NAME:												
	ADDRESS:												
TELEPHONE NUMBER:													
This completed form is for (Check one)Bidder/ProposerSubcontractor													
	Submitted by: _						Date	e Compl	leted:_				

## **EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prim	ne Bidder/Proposer:
ITB/	TEP NUMBER:
Proj	ect Name or Description of Work/Service(s):
	<u> </u>
1.	My firm, as Prime Bidder/Proposer on this scope of work/service(s) is is nota minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):
	If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F:
	Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
2.	Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:
SUB	CONTRATOR NAME:
ADD	 PRESS:

PHONE:	
CONTACT PERSON:	
ETHNIC GROUP*:	COUNTY CERTIFIED**
WORK TO BE PERFORMED:	
DOLLAR VALUE OF WORK: \$VALUE:	PERCENTAGE

<sup>\*</sup>Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.

# **EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRATOR NAME:	
ADDICESS.	
PHONE:	
CONTACT PERSON:	
ETHNIC GROUP*:	COUNTY CERTIFIED**
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:
<u>%</u>	
SUBCONTRATOR NAME:	
ADDRESS:	
PHONE:	
CONTACT PERSON:	
	COUNTY CERTIFIED**
WORK TO BE PERFORMED:	
	PERCENTAGE
VALUE: %	
SUBCONTRATOR NAME:	
ADDRESS:	
 PHONE:	
CONTACT PERSON:	
	COUNTY CERTIFIED**
· · · · · · · · · · · · · · · · · · ·	
	PERCENTAGE VALUE:_
<u>%</u>	
SUBCONTRATOR NAME:	
PHONE:	

#### UNPROCESSED BOOKS FOR THE LIBRARY

CONTACT PERSON:		
ETHNIC GROUP*:	COUNTY CERTIFIED**	
WORK TO BE PERFORMED:		
DOLLAR VALUE OF WORK: \$	PERCENTAGE	VALUE:
%		

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.

# **EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

Total Dollar Value of Subcontractor Agreements: (\$)
Total Percentage Value: (%)
<b>CERTIFICATION:</b> The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.
Signature/Title:
Firm or Corporate Name:  Address:
Telephone: ( )
Email Address:

## **EXHIBIT D**

# LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by <u>ALL</u> known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To:\_\_\_\_\_

(Name of Prime Contract	or Firm)		
From:			
(Name of Subcontractor			
Project Name:			
The undersigned is prepared to perform the follomaterials or services in connection with the a particular work items, materials, or services to be	bove project	(specify in de	
Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
(Prime E	Bidder)		
(Subcontractor)			
SignatureSi	ignature		

Title	Title
 Date	Date

# **EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

	der/proposer does not intend to subcontract any portion of the scope ervices(s), this form must be completed and submitted with the bid.
	Hereby declares that it is
my/our in	tent to (Bidder)
Perform '	100% of the work required for
	(IFB/RFP Number)
	(Description of Work)
In making	g this declaration, the bidder/proposer states the following:
1.	That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform <u>all elements</u> of the work on this project with his/her own current work forces;
2.	If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3.	The bidder will provide, upon request, information sufficient for the County to verify Item Number one.
AUTHOR	RIZED COMPANY REPRESENTATIVE
Name:	Title:Date:
———Signatur	e:

Address:		
Phone Number:		
Fax Number:		
Email Address:		

# **EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

IFB No
Project Name
This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.
The firms listed below do hereby declare that they have entered into a join venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.
1. Firms:  1) Name of Business:
Street Address:
City/State/Zip:
County:
Nature of Business:
2) Name of Business:
Street Address:
City/State/Zip:
County:
Nature of Business:
3) Name of Business:Street Address:
City/State/Zip:
 County:
Nature of Business:

NAME OF JOINT VENTURE (If applicable):	
OFFICE ADDRESS:	
PRINCIPAL	OFFICE:
OFFICE PHONE:	

#### **EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

- 1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
- 2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
- 3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
- 4. Describe the estimate contract cash flow for each joint venturer.
- 5. To what extent and by whom will the on-site work be supervised?
- 6. To what extent and by whom will the administrative office be supervised?
- 7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
- 8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
- 9. Describe the experience and business qualifications of each joint venturer.
- Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11.		ownership	•	each –	joint	venture	in	terms	of	profit	and	loss

				(Printed Name	<u> </u>			
	- -			(Signature of A	Affiant)			
 Date:	<del>_</del>		FOR:	(Compa	ny)			
PER. TRUI THE	JURY THAT THE AND CORRECT	CONTENTS T, AND THAT	OF THE F WE ARE A IIS AFFIDA	UNDER THE PEN OREGOING DOCU UTHORIZED, ON E VIT AND GRANT T	MENT ARE BEHALF OF			
autho hereb Comp Coun	orized to perform i by authorize repre oliance, Departme	n connection esentatives of nts of Purchae, to examine	with above the Fulton sing and Fin , from time	as a joint venture captioned contract, County Department ance, under the directo time, the books, project.	we each do of Contract ection of the			
	Operation	<u> </u>						
14.	who are respor maker, including	nsible for day g, but not lim	/-to-day mar lited to, tho	n venture; list those nagement and polices with prime responsets if necessary)  Financial  Supervision  Decisions	cy decision-			
13.	and whether the	ey are emplo	yees of the	roject, their crafts at small business ent	erprise, the			
12.	The authority of each joint venturer to commit or obligate the other:							

Date:	(Company)
	(Signature of Affiant)
	(Printed Name)
State of	_:
County of:	
On this day of appeared	, 20, before me,
	_, the undersigned known to me to be
the person described in the foregoing	ng Affidavit and acknowledge that he
(she) executed the same in the capaci	city therein stated and for the purpose
therein contained.	

#### **EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

participate in any latere con	tracts awarded by rattorr cou					
REPORTING PERIOD PRO		JECT NAME:				
FROM:	PRO	JECT NUMBER:				
ТО:	PRO	JECT LOCATION:				
PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						
AMOUNT OF REQUISITION TOTAL AMOUNT REQUISION SUBCONTRACTOR UTILI	N THIS PERIOD: <u>\$</u> TION TO DATE: <u>\$</u> ZATION (add additional rows	as necessary)		_		
Name of Sub-contractor	Description of Wo		Amount Paid To	Amount Requisition This Period	Contract Period Starting Date Ending Date	
					1	
					<u> </u>	
					<del>                                     </del>	
TOTALS						
Executed By:	(Signature)	•		•	(Printed Nam	e)

## SECTION NO. 5

## **GENERAL CONDITIONS**

- A. Acquisitions
  - Fill Rate
  - Turnaround Time
  - Other Formats
- B. Accounts
- C. Order Status
- D. Shipping and Receiving
- E. Invoicing
- F. Respondent(s) Support
- G. Reference List

Selected Respondent(s) is expected to meet the general conditions of:

#### A. Acquisitions

#### 1. Fill Rate

Respondent(s) must work with a wide range of publishers and book dealers, including trade, university press, small press, rare book dealers, bookstore operators, specialty publishing houses, and online book publishers and vendors. Respondent(s) must be capable of providing autograph copies of titles requested by agencies.

- **a.** Respondent's overall fill rate, for titles listed in Sample Title Listing must meet or exceed ninety percent (90%) for all items ordered.
- **b.** Orders may include multiple copies of a title for 45 distinct library agencies or a single copy for one agency.

#### 2. Turnaround Time

- **a.** Turnaround time, from date of receipt of order by Respondent to date of shipment by A-FCLS must not exceed thirty (30) working days.
- **b.** Titles shipped after the 30 days turnaround period will be received at the discretion of A-FCLS.

#### 3. Order Formats

Respondent(s) must accept orders in the following transmission formats:

- **1.** Paper selection lists
- 2. Telefacsimile rush orders
- 3. Internet transmission (FTP, electronic mail)
- 4. Telephone calls

#### B. Accounts

Respondent(s) is required to establish the following accounts for the A-FCLS, as appropriate based on the purchasing areas being proposed:

**1.** Books Only

Materials shipped with a turnaround time of 5 days for in-stock items

2. Rush Books Only

Materials shipped with a guaranteed turnaround time of 48 hours for in-stock items.

#### C. Order Status

- a. Respondent(s) must provide a monthly report indicating the status of current orders. Status report must include confirmations, direct from publisher, and discounts by branch and department. Respondent(s) must provide a sample status report as part of Respondent's proposal and must provide definitions for all status codes.
- b. Respondent(s) must automatically cancel back orders sixty (60) days after date order was received from A-FCLS. Cancellation notice must be provided in the next monthly report. There will be no exception to this requirement unless it is obtained in writing from the Approved project manager.
- c. Respondent(s) must automatically cancel all **Special Order** books ninety (90) days after date order was received from A-FCLS. Cancellation notice must be provided in the next monthly report. There will be no exception to this requirement unless it is obtained in writing from the Approved project manager.

### D. Shipping and Receiving

Respondent(s) must check all shipments for accuracy and completeness. Respondent(s) must maintain 99% rate for accuracy (ex., materials shipped represent the order received) and completeness (ex.., materials appearing on the packing slip are shipped) throughout the life of the contract.

#### a. Standard Shipments

Materials must be shipped to arrive at the Library site within the required turnaround time frame. All deliveries, except those specified for the Auburn Avenue Research Library, **must** be delivered to the Central Library. Each shipment box must be clearly labeled with the name of the ordering agency prior to delivery at the Central Library. Shipping cost and all related expenditures must be included in item.

- 1. All deliveries are inside designated standard loading dock during normal business hours of Monday thru Friday from 8:30 a.m. and 4:30 p.m., Eastern Standard Time except on Holidays at the Central Library. Shipments for branches and the Central Library must be hand delivered to the 7<sup>th</sup> floor, Acquisitions Unit, Central Library.
- 2. All deliveries are inside designated standard loading dock

during normal business hours of Monday thru Friday from 8:30 a.m. and 4:30 p.m., Eastern Standard Time except on Holidays at the Auburn Avenue Research Library. **See Appendix A, Locations and Hours of Operation.** 

#### **b. Drop Shipments**

Respondent(s) must be able to ship books directly to the Central Library and AARL, at no extra cost to Fulton County.

Respondent(s) must indicate any requirements for purchase order numbering, account numbering, etc. that must be used by A-FCLS to insure accurate and complete shipment to the above locations.

#### c. Damaged Materials

A-FCLS will return all damaged materials to Respondent(s). The Respondent will replace the item(s) free of charge or issue credits that can be used for future selections by the agency. Respondent(s) must arrange prepaid shipping for return of damaged materials.

#### d. Packing Slips

All shipments must include a packing slip listing author, title, number of copies and ISBN. Packing slip must list "ship to" and "bill to" addresses for each ordering agency. Packing slip must reference the invoice and the purchase order number. Any box in a shipment containing a packing slip must be clearly marked, "Packing Slip Included".

#### E. Invoicing

All invoices must be sent directly to: Atlanta-Fulton County Library System Materials Accounting Unit One Margaret Mitchell Sq. Atlanta, GA 30303

Attn: Caroline Thomas

- **a.** Respondent(s) must submit **consolidated** invoices according to Fulton County's requirements. Invoices must include the following:
  - 1. Must be submitted on company letterhead with company name and address. The name should read the same on the assigned purchase order
  - 2. Must be submitted in triplicate
  - 3. "Ship To" branch name and address
  - **4.** "Bill To" name and address
  - **5.** "Remit To" address for payment

- **6.** Purchase order number
- **7.** Reference/link to packing slip
- **8.** Invoice number and date
- **9.** Description of services or commodities, quantity, extended cost for each item and the total dollar amount of the invoice
- **10.** Author/title
- **11.** Binding (hardcover, paperback, library binding, etc.)
- **12.** List cost of book
- 13. Number of copies
- **14.** Total list cost for all copies of books
- **15.** Discount (percentage)
- **16.** Net total cost for all copies of book (after discount)
- **17.** Separate line items for each special handling charge (e.x., "rush" charge, etc.)
- **b.** Fulton County will pay invoices net thirty (30) days from receipt of invoice by Fulton County.

#### F. Respondent(s) Support

Problem resolution, with a guaranteed response time of 24 hours for all telephone calls or correspondence received from A-FCLS.

#### **G.** Reference List

Respondent(s) must provide a list of references from two Public Library or School Library Systems, not including Atlanta-Fulton County Library to include library name, address, Library contact, and phone number, for whom Respondent(s) supplied with at least five thousand juvenile, young adult and adult titles (rare books, autograph books, small press books) within the last three years.

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## **SECTION 6**

## **SPECIAL CONDITIONS**

Respondent(s) must complete the Sample Title Listing by indicating "YES" or "NO" in the availability column for each title on the report. The price of these titles is not a requirement; however, Respondent(s) must indicate the average discounts on the Pricing Form.

# SAMPLE TITLE LISTING

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
ABBEY, Edward	Desert Solitaire.	New York: McGraw-Hill	1968		Inscribed by the author	
ACHEBE, Chinua	Collected Poems	NY: Anchor Books	2004		Uncorrected Proof Copy	
ACKER, Kathy	In Memoriam to Identity	NY: Grove Weidenfeld	1990		Signed by Author	
ACOSTA, Oscar Zeta	The Autobiography of a Brown Buffalo	San Francisco): (Straight Arrow)	1972		Uncorrected Proof	
ADAMS, ALICE	Return Trips	NY: Knopf	1978		Signed by author	
ADAMS. ALICE	A Southern Exposer	NY: Knopf	1995		Signed by the Author	
BALDWIN,	The Evidence	NY: HRW	1985		Inscribed by the	
James	of Things Not Seen				author.	
BALDWIN, James	Go Tell It on the Mountain	NY: Knopf	1953		The advance reading copy	
BALLARD, J.G	Cocaine Nights	London): Flamingo	1996		Signed by the author	
BANKS, Russell BANKS, Russell	Snow The Relation of	Hanover: Granite Washington: Sun	1974 1983		Sigmed by author Inscribed by the	
DAINIO, RUSSEII	My Imprisonment	& Moon Press	1703		author to two other writers in	
	,,, <b>,,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				1986	
BELLOW, Saul	Dangling Man.	NY: Vanguard	(1944		Signed by the	
		•	•		author	
BERENDT, John	. Midnight in the Garden of Good	NY: Random House	(1994		First Edition	
DODOEC	and Evil	Mantavidaa	4050		Signed by Author	
BORGES,	Aspectos de la Literatura	Montevideo: Numero	1950		inscribed by	
Jorge Luis	Gauchesca	Nullelo			Borges in the year of	
	Gauciicsca				publication	
					Publication	

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
BOWDEN, Charles	Killing the Hidden Waters	Austin: U. of Texas Press	1977			
BOWLES, Paul	The Sheltering Sky	NY): New Directions	1949		First American Edition	
BOWLES, Paul	NUTTING, Cherie, with Paul Bowles. Yesterday's Perfume: An Intimate Portrait of Paul Bowles	NY: Clarkson Potter	2000		Uncorrected proof	
BURROUGH S, William S	The Ticket That Exploded	Paris: Olympia	1962		The correct first edition	
BURROUGH S, William S	Naked Lunch		1959		first edition	
CHEEVER, John.	Press Kit for Three Cheever Stories	NY: WNET	1979		Media Kit for PBS broadcast of three stories	
CROWLEY, John) LE GUIN, Ursula.	Interfaces	NY: Ace Books 1980	1980	Signed by Crowlet & Le Guin		
CRUMLEY, James	The Final Country	(NY): Mysterious Press/Warner	2001		Signed by Author	
CUMMINGS, E.E	Tom	. NY: Arrow Editions	1935)	Printed by Rydal Press		
DELILLO, Don	The Engineer of Moonlight" in Cornell Review	(Ithaca): (Cornell University	1979		Nor published in book form	
DOCTOROW, E.L.). TWAIN, Mark	The Adventures of Tom Sawyer	NY: Oxford University Press	1996.		Signed by Doctorow and Stone.	
DUBUS, Andre	Into the Silence	Cambridge: Green Street Press	1988		Introduction by Dubus	
AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	
EISELEY, Loren	All the Strange Hours	NY: Scribner	1975		Inscribed by the author	
FRAZIER, Charles	Cold Mountain	NY: Atlantic Monthly	1997		Signed by the author in the year of publication	
HOLBROOKE, Richard	To End a War	NY: Modern Library	1999		Inscribed by the author to novelist Robert Stone	
KAEL, Pauline). ROST, Leo	The Conch Eaters	Los Angeles: Wollstonecraft	1973		Inscribed by the author in 1974 to Pauline [Kael],	

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
UPDIKE, John	Appointment in Samarra. A New Introduction	[Camp Hill]: [BOMC]	1988			
UPDIKE, John GREENE, Graham	The Power and the Glory.	(NY): Viking	1990		Fifth Anniversary Edition	
(UPDIKE, John). WHARTON, Edith	The Age of Innocence	NY: Ivy Classics	1996		First Reprint	
UPDIKE, John). TWAIN, Mark	The Diary of Adam and Eve.	London: (Hesperus	2002		Introduction by Updike	
ADAMSON, George	Bwana Game; The Life Story of George Adamson	London, Sydney, Collins & Harvill Press,	1968		·	
ADAMSON, Joy	The Spotted Sphinx	London, Collins & Harvill Press	1969		First Edition,	
AKELEY, Mary L. Jobe,	Carl Akeley's Africa; The Account of the Akeley-Eastman- Pomeroy African Hall Expedition of the American Museum of Natural History.	New York, Dodd, Mead & Company	1929		First edition,	
ANDERSON, William Ashley	South of Suez.	New York, Robert M. McBride	1920		First edition	
ANDERSSON, Charles John	Lake Ngami; or Explorations and Discoveries during Four Years' Wanderings in the Wilds of Southwestern Africa	New York, Harper & Brothers	1857			
ANSORGE, W. J	Under the African Sun; A Description of Native Races in Uganda, Sporting Adventures and Other Experiences	London, William Heinemann	1899		First Edition	
ARMITAGE, Captain C. H. and Lieutenant- Colonel A. F. Montanaro	The Ashanti Campaign of 1900	London, Sands & Co	1901		First Edition	
ARROWSMITH- BROWN, J. H. (ed)	Prutky's Travels on Ethiopia and Other Countries.	London, The Hakluyt Society	1991		First Edition	

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
BAKER, Sir S. W	Exploration of the Nile Tributaries of Abyssinia; the Sources, Supply and Overflow of the Nile, the Country, People, Customs, etc, interspersed with many Highly Exciting Adventures of the Author, among Elephants, Lions, Buffaloes, Hippopotami, Rhinoceros	Hartford, O. D. Case & Co	1868		First American Edition	
BAKER, Sir Samuel W	The Albert N'Yanza, Great Basin of the Nile and Explorations of the Nile Sources	London, Macmillan and Co	1885			
BANKS,Russell	Snow.	Hanover: Granite	1974			
BARLEY, Nigel	The Innocent Anthropologist; Notes from a Mud Hut	London, British Museum Publications,	1983		First Edition	
BELLOTTI, Felice	Fabulous Congo	London, Andrew Dakers			London, Andrew Dakers	
BOTTING, Douglas, sketches by Janet Chandler	Island of the Dragon' Blood	New York, Wilfred Funk, Inc	1958		First American edition	
RYAN, Isobel, illus by Bill Ryan	Black Man's Palaver	London, Jonathan Cape	1958		First edition	
BANKS, Russell.	The Relation of My Imprisonment	Washington: Sun & Moon Press	1983			
BARKER, Pat	The Ghost Road	(London): Viking	1995		Signed by the author	
BERGER, John	A Painter of Our	NY: Simon &	1959		The first American	
BOWLES,	Time Yesterday's	Schuster NY: Clarkson	(2000).		edition 1.	2.
Paul). NUTTING, Cherie, with Paul Bowles	Perfume: An Intimate Portrait of Paul). Bowles.	Potter			. (.Uncorrected proof copy	
CRUMLEY,	The Final	(NY): Mysterious	2000		Signed by the	

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
James	Country	Press/Warner			author	
Jeffery C. Stone	Slavery, Southern Culture, and Education in Little Dixie, Missouri, 1820- 1860	Routledge	2006	0415977 72X		
James Tyner	The Geography of Malcolm X Black Radicalism and the Remaking of American Space	Routledge	12/28/2005	0415951 224		
Auli Ek	Race and Masculinity in Contemporary American Prison Novels	Rutledge	7/14/2005	0415975 700		
Preston King, Walter Earl Fluker	Black Leaders and Ideologies in the South Resistance and Non-Violence	Rutledge	7/12/20 05	: 0415367 875		
Jessica Rabin	Fighting the Good Fight The Story of the Dexter Avenue King Memorial Baptist Church, 1865-1977	Routledge	6/24/2005	0415949 211		
Houston Bryan Roberson	Surviving the Crossing Immigration, Ethnicity, and Gender in Willa Cather, Gertrude Stein, and Nella Larsen	Rutledge		0415971 187		
Shelly Eversley	The Real Negro The Question of Authenticity in Twentieth- Century African American Literature	Routledge	3/29/2004	0415968 356		
Bell Hooks	We Real Cool Black Men and	Routledge	11/7/2003	0415969 263		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	Masculinity					
Jean Muteba Rahier, Percy Hintzen	Problematizing Blackness Self Ethnographies by Black Immigrants to the United States	Routledge	9/30/2003	0415931 207		
Kevern Verney	African Americans and U.S. Popular Culture	Routledge		0415275 288		
Walker, Rob	Letters from New Orleans	Garrett County Press	2005	1891053 019		
Aaron Cometbus	Despite Everything: A Cometbus Omnibus	Last Gasp	2005	0867195 614		
Luke Warm Water	On Indian Time	TRICKSTER ARACHNID PUBLICATION	2005	1151048 585		
Keith Ratzlaff	Dubious Angels:	Anhinga Press	January	0938078 836		
	Poems After Paul Klee		2005			
Philip F. Deaver	How Men Pray	Anhinga Press	March 2005	0938078 828		
Lidia Torres	A Weakness for Boleros	Mayapple Press	June 2005	0932412 343		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Stephen Graham Jones	Bleed Into Me:  A Book Of	University of Nebraska Press	June 2005	0803226 055		
Luis Valdez	Stories Mummified Deer And Other Plays	Arte Publico Press	April 2005	1558854 177		
Marlon L. Fick	The River Is Wide/el Rio Es Ancho: Twenty Mexican Poets	University of New Mexico Press	May 2005	0826334 385		
Rolando	Dear Rafe/ Mi	Arte Publico Press	June 2005	1558854 568		
Hinojosa Jordan Jones	Querido Rafa The Wheel	Leaping Dog Press	August 2005	1587750 201		
Marie Redonnet	Understudies	Leaping Dog Press	September 2005	1587750 171		
Eric Paul Shaffer	Lahaina Noon	Leaping Dog Press	July 2005	1587750 18X		
	Na Mele O Maui					
Billy Lombardo,	The Logic of a Rose Chicago Stories	BkMk Press/University of Missouri- Kansas City	June 2005	1886157 502		
Aaron Anstett	No Accident	The Backwaters Press	May 2005	0976523 124		
Kate Wilhelm	Storyteller: Writing Lessons and More from 27 Years of the Clarion Writer's Workshop	Small Beer Press	July 2005	1931520 16X		
James Brock	Pictures That Got Small	Wordtech	June 2005	1932339 841		
W.S. Merwin	Present	Communications Copper Canyon	September	1556592		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	Company	Press	2005	272		
Denis Tuohy	Wide-eyed in Medialand; A Broadcaster's	Blackstaff Press Ltd.,	October 2005	0856407 496		
Andrew Conway	Journey The New Bullwhip Book	Loompanics Unlimited	June 2005	1559502 444		
Kenneth B. Kidd	Making American Boys	University of Minnesota Press	March 2004	0816642 966		
Michael Duty and Suzanne Deats	Western Traditions; Contemporary Artists Of The American West	Fresco Fine Art Publishing	June 3 2005	0974102 342		
Thaddeus	Tetched	Behler	November	1933016		
Rutkowski AUTHOR	TITLE	Publications PULISHER /LOCATION	2005 DATE	167 ISBN	NOTES	
Alexs D. Pate	Losing Absalom	Coffee House Press	April 2005	1566891 701		
Stephen Paul Miller	Skinny Eighth Avenue	Marsh Hawk Press	May 2005	0975919 717		
Edited by Phil Rice	Guts from the Urn	Canopic Publishing	February 2005	0972860 41X		
	Selected Writings from Canopic Jar 1986-2004					
Thom Tammaro	Holding On for	Spoon River Poetry Press	February 2004	0944024 505		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	Dear Life					
D. Travers Scott	One of These Things Is Not Like the Other	Suspect Thoughts Press	May 2005	0974638 862		
Vitezslav Nezval	Valerie and Her Week of Wonders	Twisted Spoon Press	June 2005	8086264 19X	Illustrated by Kamil Lhotak and Translated by David Short	
Floyd Skloot	A World Of Light	University of Nebraska Press	June 2005	0803243 189	Memoir	
Edited by Anita Miller	What Went Wrong In Ohio: The Conyers Report on the 2004 Presidential Election	Academy Chicago Publishers		0-89733- 535-	Introduction by Gore Vidal	
Gordon Taylor	Fever and Thirst: Dr. Grant and the Christian Tribes of Kurdistan	Academy Chicago Publishers		0-89733- 537-6		
Rhoda Bailey Warren	Appalachian Mountain Girl	Academy Chicago Publishers		0- 89733- 536-8		
edited by Frank D. McSherry, Martin H. Greenberg, and Charles G. Waugh Ed	The Best Horror Stories of Arthur Conan Doyle	Academy Chicago Publishers	`2005	0-89733- 265-2		
Eldon L. Ham	Larceny & Old Leather: The Mischievous Legacy of Major	Academy Chicago Publishers	2005	0-89733- 533-3		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	League Baseball					
Becky Thacker	Amazon Girls Handbook	Academy Chicago Publishers	2005	0-89733- 508-2		
Guy Williams	The Age of Agony: The Art of Healing, 1700–1800	Academy Chicago Publishers	2005	0- 89733- 203-2		
Joseph Wechsberg	Blue Trout and Black Truffles: The Peregrinations of an Epicure	Academy Chicago Publishers	2005	0-89733- 134-6		
Arnold, Guy	AFRICA: A Modern History	UK ATLANTIC BOOKS.	2005	1843541 750		
Walker, Rob	Letters from New Orleans	Garrett County Press	2005	189105 3019		
Aaron Cometbus	Despite Everything: A Cometbus Omnibus	Last Gasp	2005	086719 5614		
Warm Water, Luke	On Indian Time	TRICKSTER ARACHNID PUBLICATION	2005	115104 8585		
Keith Ratzlaff	Dubious Angels  Poems After Paul Klee	Anhinga Press	January 2005	093807 8836		
Philip F. Deaver	How Men Pray	Anhinga Press	March 2005	0938078 828		
Lidia Torres	A Weakness for Boleros	Mayapple Press	June 2005	0932412 343		

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Stephen Graham Jones	Bleed Into Me:  A Book Of Stories	University of Nebraska Press	June 2005	0803226 055		
Luis Valdez	Mummified Deer And Other Plays	Arte Publico Press	April 2005	1558854 177		
Edited by Marlon L. Fick	The River Is Wide/el Rio Es Ancho: Twenty Mexican Poets	University of New Mexico Press	May 2005	0826334 385		
Rolando Hinojosa	Dear Rafe/ Mi Querido Rafa	Arte Publico Press	June 2005	1558854 568		
Jordan Jones	The Wheel	Leaping Dog Press	August 2005	1587750 201		
Marie Redonnet	Understudies	Leaping Dog Press	September 2005	1587750 171		
Eric Paul Shaffer	Na Mele O Maui	Leaping Dog Press	July 2005	1587750 18X		
AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	
Billy Lombardo	The Logic of a Rose Chicago Storie	BkMk Press/University of Missouri- Kansas City,	June 2005	1886157 502		

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Aaron Anstett	No Accident	The Backwaters Press	May 2005	0976523 124		
Kate Wilhelm	Storyteller: Writin g Lessons and More from 27 Years of the Clarion Writer's Workshop	Small Beer Press	July 2005	1931520 16X		
James Brock	Pictures That Got Small	Wordtech Communications	June 2005	1932339 841		
W.S. Merwin	Present Company	Copper Canyon Press	September 2005	1556592 272		
Denis Tuohy	Wide-eyed in Medialand: A Broadcaster's Journey	Blackstaff Press Ltd	October 2005	0856407 496		
Andrew Conway	The New Bullwhip Book	Loompanics Unlimited	June 2005	1559502 444		
Kenneth B. Kidd	Making American Boys	University of Minnesota Press	March 2004	0816642 966		
Michael Duty and Suzanne Deats	Western Traditions: Contemporary Artists Of The American West	Fresco Fine Art Publishing	June 3 2005	0974102 342		
Thaddeus Rutkowski	Tetched	Behler Publications	November 2005	1933016 167		
Alexs D. Pate	Losing Absalom	Coffee House Press	April 2005	1566891 701		
Stephen Paul Miller	Skinny Eighth Avenue	Marsh Hawk Press	May 2005	0975919 717		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Fleming, Tuliza K.	Breaking Racial Barriers African Americans in the Harmon Foundation Collection	Pomegranate	1997/02/01	2076490 332		
Edited by Phil Rice	Guts from the Urn: Selected Writings from Canopic Jar 1986-2004	Canopic Publishing	February 2005	0972860 41X		
Thom Tammaro	Holding On for Dear Life	Spoon River Poetry Press,	February 2004	09 44 02 45 05		
D. Travers Scott	One of These Things Is Not Like the Other	Suspect Thoughts Press	May 2005	0974638 862		
Edited by Julia Darling and Cynthia Fuller	The Poetry Cure	Bloodaxe Books Ltd	September 2005	1852246 901		
Vitezslav Nezval	Valerie and Her Week of Wonders	Twisted Spoon Press	June 2005	8086264 19X		
Floyd Skloot	A World Of Light	University of Nebraska Press	June 2005	0803243 189		
Edited by Anita Miller	What Went Wrong In Ohio: The Conyers Report on the 2004 Presidential Election	Academy Chicago Publishers		0-89733- 535-x		
Gordon Taylor	Fever and Thirst: Dr. Grant and the Christian Tribes of Kurdistan	Academy Chicago Publishers		0-89733- 537-6		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Rhoda Bailey Warren	Appalachian Mountain Girl	Academy Chicago Publishers		0-89733- 536-8		
E.M. Delafield	The Provincial Lady in America	Academy Chicago Publishers		0-89733- 539-2		
Betty Goodwin	CHASEN'S: Where Hollywood Dined Recipes and Memories	Angel City Press	April 2005	1- 883318- 23-8		
edited by Paddy Calistro, Jack Lamb & Jean Penn	COWBOY LOVE POETRY: Verse From the Heart of the West	Angel City Press		1- 883318- 46-7		
Boney, F. M.; Hume, Richard L. and Zafar, Rafia, editors	GOD MADE MAN, MAN MADE THE SLAVE: The Autobiography of George Teamoh	Macon, GA: Mercer University Press	1990		1st ED	
Harms, Robert	THE DILIGENT: A Voyage Through the Worlds of the Slave Trade	New York: Basic Books	2002.	0-465- 028713	1st ed	
Curtin, Philip D	THE ATLANTIC SLAVE TRADE: A	Madison: University of Wisconsin	1969		1st ED. First printing	
Woodward, C. Vann	Census AMERICAN COUNTERPOINT: Slavery and Racism in the North-South Dialogue	Boston: Little Brown,	1971		1st ED, First printing	
John McWhorter	Winning the Race : Beyond the Crisis in Black America	Gotham	29 December, 2005			
Elizabeth Pepin, Lewis Watts	Harlem of the West: The San Francisco	Chronicle Books	15 December, 2005			
Maureen Elgersman Lee	Fillmore Jazz Era Black Bangor: African Americans in a Maine	University of New Hampshire	20 November, 2005			

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Luis A. Figueroa Richard T.	Community, 1880-1950 (Revisiting New England) Sugar, Slavery, and Freedom in Nineteenth- Century Puerto Rico Black Boy: A	The University of North Carolina Press	24 August, 2005			
Wrigh  Jeffery E.	Record of Childhood and Youth Conjure In	Louisiana State	December,			
Anderson	African American Society	University Press	2005			
Joy Jordan- Lake	Whitewashing Uncle Tom's Cabin: Nineteenth- century Women Novelists Respond To Stowe	Vanderbilt University Press	30 October, 2005			
Joe W. Trotter	African-American Workers: An Urban Perspective, from the American Revolution to the Present	Basic Books	21 September, 2004			
Christopher Moore	Fighting for America : Black Soldiers-the Unsung Heroes of World War II	Presidio Press	27 December, 2005			
Kareem Abdul- Jabbar, Anthony Walton	Brothers In Arms : The Epic Story of the 761St Tank Battalion, WWII's Forgotten Heroes	Broadway	04 May, 2004			
Myrlie Evers- Williams, Marable Manning	The Autobiography Of Medgar Evers: A Hero's Life and Legacy Revealed Through His Writings, Letters, and Speeches	Basic Civitas Books	31 May, 2005			
Nick Kotz	Judgment Days : Lyndon Baines	Houghton Mifflin	January 12, 2005			

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	Johnson, Martin Luther King, Jr., and the Laws That Changed America					
Charles W. Sasser	Patton's Panthers : The African- American 761st Tank Battalion In World War II	Pocket	01 February, 2005			
Mary Quattlebaum, Hiroe Nakata	Winter Friends	Doubleday Books for Young Readers	11 October, 2005			
Luis A. Figueroa	Sugar, Slavery, and Freedom in Nineteenth- Century Puerto Rico	The University of North Carolina Press	24 August, 2005			
Duane Thomas	More Body, More Soul: Beautiful Black Men	Rizzoli	November 1, 2005	7893135 7X		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES
Stanley Crouch	The Artificial White Man: Essays on	Perseus Publishing	October 2004	0465015 158	
Suketu Mehta, Mehta	Authenticity Maximum City: Bombay Lost and Found			0375403 728	
Ashforth, Adam	Madumo, a Man Bewitched	University of Chicago Press	Spring 2005	0-226- 02972-7	
Chernoff, John M	Exchange Is Not Robbery: More Stories of an African Bar Girl	University of Chicago Press	Fall 2004	0-226- 10354-4	
Stoller, Paul	Gallery Bundu: A Story about an African Past	University of Chicago Press	Spring 2005	0-226- 77523-2	
Apter, Andrew	The Pan-African Nation: Oil and the Spectacle of		Spring 2005	0-226- 02354-0	

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Ashforth, Adam	Culture in Nigeria Witchcraft, Violence, and Democracy in	University of Chicago Press	Fall 2004	0-226- 02973-5		
Allen, Danielle S	South Africa Talking to Strangers: Anxieties of Citizenship since Brown v. Board	University of Chicago Press	Fall 2004	0-226- 01466-5		
Andrews, Kenneth T	of Education Freedom Is a Constant Struggle: The Mississippi Civil Rights Movement and Its Legacy.	University of Chicago Press	Spring 2004	0-226- 02040-1		
Goldsby, Jacqueline	A Spectacular Secret: Lynching in American Life and Literature	University of Chicago Press	Fall 2005			
Hartfield, Ronne	Another Way Home: The Tangled Roots of Race in One Chicago Family.	University of Chicago Press	Fall 2004	0-226- 31821-4		
Wheeler Winston Dixon	Lost in the Fifties:	Southern Illinois University Press	September 2005	0-8093- 2654-X		
Arnetha Ball and Ted Lardner	Recovering Phantom Hollywood African American Literacies Unleashed:	Southern Illinois University Press	September 2005	0-8093- 2660-4		
	Vernacular English and the Composition Classroom					
Phyl Newbeck	Virginia Hasn't Always Been for Lovers:	Southern Illinois University Press	August 2004	0-8093- 2528-4		
	Interracial Marriage Bans and the Case of					

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	Richard and Mildred Loving					
Joyce Blackwell	<i>No Peace Without Freedom:</i>	Southern Illinois University Press	July 2004	0-8093- 2564-0		
	Race and the Women's International League for Peace and Freedom, 1915–1975					
Charles Einstein	Willie's Time: Baseball's Golden Age	Southern Illinois University Press	March 2004	0-8093- 2573-X		
Michael R.	Harry Truman	Southern Illinois	September			
Gardner	and Civil Rights	University Press	2003			
Theodore L. Gross	Moral Courage and Political Risks The Rise of Roosevelt University Presidential	Southern Illinois University Press	January 2005	0-8093- 2607-8		
	Reflections					

#### **SECTION 7**

# **PRICING FORM**

Vendor must complete Cost information on Pricing Form. Alternative pricing information is not considered in determining vendor cost.

1.	% Discount offered on Books %
2.	% Discount offered on Non-Books %
3.	Freight, Shipping and Handling per item cost \$
4.	Procurement fee per item cost \$
5.	Other cost per items or standard cost \$

## **EXHIBITS**

# **Branch Locations and Hours of Operations**

All Library Locations

All Library Locations							
Library Locations A to Z	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Adams Park Branch 2231 Campbell ton Road SW, Atlanta GA 30311	12-8	10-6	10-8	10-6	12-6	12-6	Closed
Adamsville-Collier Heights Branch 3424 Martin Luther King Jr., Dr., Atlanta GA 30331	12-8	10-6	10-8	10-6	12-6	12-6	Closed
Alpharetta Branch 238 Canton Street, Alpharetta GA 30004	10-8	10-6	10-8	10-6	11-6	11-6	Closed
Auburn Avenue Research Library 101 Auburn Avenue NE, Atlanta GA 30303	10-8	10-8	10-8	10-8	12-6	12-6	2-6
Bankhead Courts Branch 1415 Maynard Road NW, Atlanta GA 30331	11-6	10-6	11-6	12-6	12-6	12-6	Closed
Bowen Homes Branch 2880 Yates Drive, N.W., Atlanta GA 30318	11-7	10-6	11-6	12-6	12-6	12-6	Closed
Buckhead Branch 269 Buckhead Ave. NE, Atlanta, GA 30305	10-8	10-6	10-8	10-6	11-6	11-6	Closed
Carver Homes Branch 215 Lakewood Way, Suite 104, Atlanta, GA 30315	12-6	10-6	10-6	12-6	12-6	10-4	Closed
Central Library & Library System Headquarters One Margaret Mitchell Square, Atlanta, GA 30303	9-9	9-9	9-9	9-9	9-6	9-6	2-6
Cleveland Ave./Roy Yancy, Sr., Branch 47 Cleveland Avenue SW, Atlanta GA 30315	10-8	10-6	12-8	10-6	12-6	12-6	Closed
College Park Branch 3647 Main Street, College Park, Georgia 30337	12-8	10-6	10-8	10-6	12-6	12-6	Closed
Dogwood Branch 1838 Donald Lee Hollowell Pkwy NW (formerly Bankhead Ave), Atlanta GA 30318	12-8	10-8	10-6	10-6	12-6	12-6	Closed
Dr. Robert E. Fulton Regional at Ocee 5090 Abbotts Bridge Rd., Alpharetta GA 30005-4601	10-6	10-8	10-6	10-8	11-6	11-6	Closed
East Atlanta Branch 400 Flat Shoals Ave. SE, Atlanta, GA 30316	10-8	10-6	10-8	12-6	12-6	12-6	Closed
East Point Branch 2757 Main Street, East Point GA 30344	10-8	10-8	10-6	12-6	12-6	12-6	2-6
Fairburn/Hobgood-Palmer Branch	10-8	10-8	10-6	10-6	12-6	12-6	Closed

60 Valley View Drive, Fairburn, GA 30213							
Georgia Hill Branch 250 Georgia Avenue SE, Atlanta, Georgia 30312	12-7	10-6	12-7	12-6	12-6	12-6	Closed
Hapeville Branch 525 King Arnold Street, Hapeville, GA 30354	12-7	10-6	12-7	10-6	12-6	12-6	Closed
<u>Kirkwood Branch</u> 11 Kirkwood Road SE, Atlanta GA 30317	10-8	10-8	10-6	12-6	12-6	12-6	Closed
Martin Luther King Jr., Branch 409 John Wesley Dobbs Ave, Atlanta GA 30312	11-6	10-6	11-6	12-6	12-6	12-6	Closed
Mechanicsville Branch 400 Formwalt St SW, Atlanta GA 30312	10-8	10-6	10-8	12-6	12-6	12-6	Closed
Northeast/Spruill Oaks Regional 9560 Spruill Road, Alpharetta GA 30022	10-8	10-8	10-8	10-6	10-6	10-6	2-6
Northside Branch 3295 Northside Parkway NW, Atlanta GA 30327	10-8	10-6	10-8	10-6	12-6	10-6	Closed
Peachtree Branch 1315 Peachtree Street NE, Atlanta, GA 30309	12-8	10-8	10-6	10-6	12-6	12-6	Closed
Perry Homes Branch 2121 Hollywood Rd NW, Atlanta GA 30318	11-6	10-6	11-6	12-6	12-6	12-6	Closed
Ponce de Leon Branch 980 Ponce de Leon Avenue NE, Atlanta GA 30306	10-8	10-6	10-8	10-6	12-6	10-6	Closed
Roswell Regional 115 Norcross St, Roswell GA 30075	10-8	10-8	10-8	10-6	10-6	10-6	2-6
Sandy Springs Regional 395 Mount Vernon Hwy NE, Atlanta, GA 30328	10-8	10-8	10-8	10-6	10-6	10-6	2-6
South Fulton Regional 4055 Flat Shoals Road, Union City, GA 30291-1590	10-8	10-6	10-8	10-6	12-6	12-6	2-6
Southwest Regional 3665 Cascade Road SW, Atlanta, GA 30331	10-8	10-8	10-8	10-6	10-6	10-6	2-6
Stewart-Lakewood Branch 2893 Lakewood Ave. SW, Atlanta GA 30315	12-8	10-6	10-6	10-8	12-6	12-6	Closed
Thomasville Heights Branch 1700 Thomasville Dr SE, Atlanta GA 30315	11-6	10-6	11-6	12-6	12-6	12-6	Closed
Washington Park/Annie L. McPheeters Branch 1116 Martin Luther King, Jr., Dr., Atlanta GA 30314	10-6	10-8	10-8	12-6	12-6	12-6	Closed
West End Branch 525 Peeples St SW, Atlanta GA 30310	12-8	10-6	10-6	10-8	12-6	12-6	Closed